



Agenda Item 4: Future Activities for the establishment of an MRO

**MEASURES TO BE TAKEN FOR THE SELECTION OF THE
MRO'S HEADQUARTERS**

(Paper presented by the Secretariat)

SUMMARY

This Working Paper provides information about possible steps to be taken to determine the selection of the site for the future MRO, based on proposals interested States may put forward, using as their starting point the general terms of reference to be prepared by ICAO.

References:

- CAR/SAM FASID, ANP CAR/SAM Doc. 8733
- Reports of the GREPECAS/12, GREPECAS/13 and GREPECAS/14 Meetings.
- Reports of the RACC/9 and RAAC/10 Meetings

1. Analysis

1.1 Article 15-Headquarters of the draft Establishing Agreement of the Multinational Regional Organization (MRO) states that the Organization will operate in a city of a State party to be determined in accordance with the advantages that are offered for its establishment. The Headquarters Agreement will accordingly be signed with the chosen State.

1.2 The advantages should be established on the basis of clearly defined minimum conditions and interested States may present proposals in that regard. These minimum conditions should be those that are used in common practice for the establishment of intergovernmental International Agencies, such as, for example, the United Nations Agencies.

2. Discussion

2.1 WP/5 indicates that regional project RLA/06/901 could be used to draw up proposed Objective No. 1, which has been identified as being among the necessary objectives for the establishment of the MRO and which reads as follows:

Objective 1 Conduct the pertinent studies for the establishment of the MRO as an international agency, including those providing for the CNS/ATM systems to be administered by that organization.

2.1.1 It will be necessary to consider, among the studies to be made, the drafting of several matters, including aspects regarding the minimum conditions for the Headquarters. Interested States may submit proposals in this regard to ICAO.

2.1.2 Inasmuch as the MRO will be a new International Organization, it is interesting to note that the United Nations Agencies have broad experience in establishing Headquarters at both the global and regional levels. These types of agreements should, accordingly, be considered for reference purposes in drawing up the cited minimum conditions.

2.2 In the light of the foregoing, it is proposed that the Meeting formulate the following Conclusion:

Conclusion X/X - Minimum conditions required for the establishment of the MRO's Headquarters

That:

- a) States interested in serving as Headquarters for the future MRO should submit proposals to ICAO, based on the minimum conditions required for its establishment. Such conditions shall be drawn up considering the Headquarters agreements of the United Nations Agencies;
- b) ICAO shall prepare those minimum conditions, considering Regional Technical Cooperation Project RLA/06/901, among other possible mechanisms; and
- c) Once the cited minimum conditions are available, ICAO will present them to the States for consideration.

2.3 In order to move ahead with the topic of minimum conditions for the establishment of the MRO's Headquarters, reference material is supplied in **Appendix A**.

3. Action Suggested

3.1 The Meeting is invited to consider the information presented in this Working Paper in order to discuss the conditions for the establishment of the Headquarters for the future MRO. In this connection, the approval of a Conclusion based on the proposal presented in paragraph 2.2 above is suggested.

APPENDIX A**REFERENCE MATERIAL ON MINIMUM CONDITIONS FOR DETERMINING THE ESTABLISHMENT OF THE HEADQUARTERS OF THE FUTURE MRO**

This reference material presents the minimum conditions to be offered or granted by a State interested in serving as Headquarters for the MRO, in keeping with Article 15 of the draft Establishing Agreement. The Articles of the Establishing Agreement (Art. XX) are cited where appropriate.

1. Building

1.1 The area of the building (minimum covered area) having been determined and accredited through the drawings for the offices, units, and free spaces (parking area, for example, etc.), with the necessary furnishings and equipment for its required operation, and its place or location (e.g. airport zone, central location, etc.) having been determined to be accessible by public transport, the following must be provided for:

- a) The permanent and cost-free nature of the transfer (of ownership or of the right of use only) of the building; or at least its rental for a nominal fee, in the case of the right of use.
- b) The need to make any permanent or temporary change in the location or size of the building for the performance of the Organization's activities.

2. Services

2.1 The building must have access to and guaranteed public utilities, such as electricity, gas, drinking and/or ordinary water, sewerage system, drainage system, mail, telegraphy, fixed and mobile telephone service, telex, telefax, computer networks and other communications services, garbage collection, and fire alarm and protection. It must be equipped with heating and cooling and elevators (if necessary) and have maintenance services (building and pertinent services) and cleaning service. (Determine which one will be in charge of paying for each of them, the State or the Organization.)

3. MRO Legal, financial and personnel aspects

3.1 Recognition of the necessary legal capacity to perform the functions of the Organization (Art. 2).

3.2 Financial, tax, tariff, fiscal, customs and consular exemptions of all kinds for the Organization, its assets, goods, income, communications, acts and any contracts it may enter into, including the building or buildings belonging to the Organization or those provided to it by the headquarters State (Art. 17). In this connection, all priorities, liens, taxes, quotas, tariffs or customs duties in effect in the State at the time the agreement is signed (i.e. income tax, capital gains tax, correspondence, etc.) must be taken into account or studied specifically and, if applicable, equal treatment must be demanded to that given to diplomatic missions or other equivalent intergovernmental or international organizations.

3.3 Right to import or export or possibility of importing and exporting the equipment, supplies and publications the Organization may need to provide its services, without any limitation or restriction whatsoever (Art. 17).

3.4 Non-subjection to monetary or exchange restrictions.

3.5 Facilities, privileges and immunities to fulfil the purpose of the Organization, its goods, representatives, officials and salaries (Art. 18). It would be advisable for their listing to be non-restrictive.

3.6 Administrative, judicial, executive or legislative immunity from attachment (with or without removal of property), inspection, requisition, seizure or goods or property, confiscation, expropriation and any other form of intervention of the Organization's real estate and goods.

3.7 Inviolability of the Organization's Headquarters, offices, units, goods, documents and files.

3.8 Immunity of jurisdiction or against judicial and administrative procedures with regard to the Organization, its real estate, goods, documents and assets, in all types of proceedings instituted by reason of acts stemming from the exercise and fulfilment of its functions and objectives, unless an express waiver of that immunity exists (Art. 18).

The Headquarters State may, nonetheless, establish exceptions. By way of example, we can cite those relating to:

- a) Civil actions brought by third parties for death, damages or personal injury resulting from an accident caused by an automobile belonging to the Organization.
- b) Traffic violations in which an automobile belonging to the Organization is involved.

3.9 Permit and respect the regulations for the staff, which shall have their own labour system based on that of the United Nations Organization (Art. 12).

3.10 Police or security measures to protect the Organization's real estate and goods and the surrounding area against trespassing and damage.

4. Period of Effectiveness of the Agreement

4.1 It may run as of the signing of the Agreement by the Parties, or, rather, as of its ratification, if such is required by the State's constitutional regulations. Specify whether it will be indefinite or for a given period of time which can be automatically renewed.

4.2 Foresee cases of the deposit, modification or amendment and notice of termination of the agreement; and of consultations and dispute settlements among the Parties.
